

3-0489 STORAGE

13-02

AGREEMENT

between

TOWNSHIP OF ABERDEEN, N.J.

MONMOUTH COUNTY

Municipal

and

*CROSSING GUARDS

MONMOUTH COUNCIL NUMBER 9

JANUARY 1, 1980 through DECEMBER 31, 1981

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AGREEMENT

By this AGREEMENT, made this 25th day of
November, 1980 by and between the TOWNSHIP OF ABERDEEN
(hereinafter referred to as TOWNSHIP) and (MONMOUTH COUNCIL
NO. 9 (hereinafter referred to as the UNION), which has as its
purpose the promotion of harmonious relations between the
TOWNSHIP and the UNION, the establishment of an equitable and
peaceful procedure for the resolution of differences, and the
establishment of rates of pay, hours of work, and other conditions
of employment, the parties hereto mutually agree as follows:

ARTICLE 1

RECOGNITION

The TOWNSHIP OF ABERDEEN recognizes the UNION as the exclusive collective bargaining agent concerning salaries, hours and other terms and conditions of employment for School Crossing Guards (hereinafter referred to as EMPLOYEES or MEMBERS OF THE BARGAINING UNIT), excepting therefrom all C.E.T.A. employees.

Persons employed as School Crossing Guards shall be appointed by the Township Manager of the TOWNSHIP OF ABERDEEN for terms not exceeding one year, in accordance with State Law. The following shall be excluded from the bargaining unit:

- A. All managerial and supervisory staff;
- B. All temporary employees;
- C. All workers hired and funded on a joint, cooperative basis with another unit of government.

ARTICLE 2

DISCRIMINATION AND COERCION

Neither the TOWNSHIP, nor the UNION nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his union membership or non-membership or his participation or non-participation in union activities. Neither the TOWNSHIP nor the UNION shall discriminate against any employee because of race, color, sex, religion, national origin, political affiliation, marital status, age, or physical disability (unless based on a bona fide job requirement).

ARTICLE 3

MANAGEMENT RIGHTS

A. The TOWNSHIP hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this AGREEMENT by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to restrict the Township of its powers, rights, authority, duties and responsibilities under R.S.40 and R.S.11 or any other national, state, county or local laws or ordinances.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Where there is a dispute, and pending the grievance procedures, work shall continue in the regular and orderly manner without interruption.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff and having the grievance adjusted without formal proceedings.

B. Definition:

1. The term "grievance" as used herein means any alleged violation of this Agreement or any dispute with respect to its meaning or application, and may be raised by an individual, the UNION, or the TOWNSHIP OF ABERDEEN.

C. Grievance Specificity:

A written grievance must identify the grievant by name; set forth with reasonable particularity a clear and concise statement of the facts constituting the grievance, including the specific

action or failure to act alleged, the time and place of occurrence of said act, the employers representatives whose action or failure to act forms the basis of the grievance, the specific contract provision(s) forming the basis of the grievance, explaining the precise question of interpretation, application or alleged violation of such provisions underlying the grievance; and must set forth with particularity the remedy sought. The matters and persons specified and identified in the written grievance shall not be expanded upon or added to subsequent to its initial filing.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the employees or UNION covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One: Department Head:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, the Department Head and the union representative if requested to attend by the aggrieved employee. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance.

(b) The Department Head shall render a written decision within five (5) days after hearing the grievance, said grievance

shall be heard within seven (7) working days of receipt by the Department Head.

2. Step Two: Township Manager:

(a) In the event a satisfactory settlement has not been reached, and employee desires to proceed formally, such employee shall file a signed written statement of the grievance with the Township Manager within five (5) working days following the written decision of the Department Head. A copy of such written grievance shall be sent to the Department Head and UNION for reference.

(b) The Township Manager shall review the facts associated with each grievance and shall hold a hearing with the aggrieved employee and the Department Head within five (5) working days of receipt of said written grievance.

(c) The Township Manager shall render a written decision within seven (7) working days of the hearing; a copy of his decision will be sent to the Department Head, the aggrieved employee and the UNION President.

4. Step Three: Arbitration:

(a) Should the aggrieved person be dissatisfied with the decision of the Township Manager, or should the Township Manager fail to respond within the time period prescribed in Step two, then such aggrieved person may file, within ten (10) working days, for binding arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Board of

(b) If the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be dismissed and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The cost of the services of the arbitrator shall be borne equally between the TOWNSHIP and the UNION. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.

E. Township Grievances:

Grievances initiated by the TOWNSHIP shall be filed directly with the UNION within ten (10) calendar days after the event giving rise that the grievance has occurred. Failure to act within said ten (10) calendar days shall be deemed to constitute abandonment of the grievance on the part of the TOWNSHIP.

A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the TOWNSHIP and the UNION in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Township Manager may within ten (10) calendar days thereafter, file for binding arbitration in accordance with Step Three above. In no event shall the exercise of this provision or the fact of its availability to the TOWNSHIP be deemed a waiver of any right under appropriate circumstances to injunctive relief.

F. Grievance Representative:

A grievant may be represented by a member of the UNION or anyone else of the grievant's choosing at Step One or at any subsequent proceeding, but only if the grievant so requests such representative.

G. Civil Service Jurisdiction:

Notwithstanding any foregoing provisions to the contrary, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission Review and Decision.

H. Grievance Limitation:

It is mutually agreed by both parites that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.

I. Disciplinary Proceedings:

Civil Service Rules and Regulations shall govern all disciplinary actions. When a suspension, fine, demotion or discharge for disciplinary purposes is taken against any member of the bargaining unit, the employee subject to said disciplinary action may grieve such action in accordance with Section D of this Article, provided the employee first submits to the TOWNSHIP a written waiver of his right to appeal before the Civil Service Commission.

ARTICLE 5

DUES CHECK-OFF

- A. The Township agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request such in writing. The deduction shall be made in compliance with State Law.
- B. If, during the term of this Agreement, the Union effectuates any change in the rate of membership dues, the Union shall furnish to the Township written notice of same sixty (60) days prior to the effective date of such change.
- C. The amounts so deducted shall be certified to the Township by the Union and the aggregate deductions of all employees shall be remitted to the Union together with the list of names of all employees for whom the deductions were made.
- D. The Union shall provide the necessary "check-off authorization" form and the Union shall secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.
- E. Effective July, 1980, each employee covered by this agreement shall be required to pay a fee equal to 85% of the \$39.00 annual dues of Monmouth Council #9 N.J.S.C.A. unless said member is a member of the Association. This requirement shall apply to all employees hired on or after July 1, 1980. Such fees so deducted from employee's salary will be transmitted to Monmouth Council #9 N.J.S.C.A. in the same manner as dues. These provisions are in compliance with existing N.J. statutes.

ARTICLE 6

SENIORITY

A. All provisions of Civil Service shall apply in selection of appointees, testing and advancement in rank.

B. Seniority, which is defined as the number of school years of employment with the TOWNSHIP from date of first hire, will be given due consideration by the TOWNSHIP under the following circumstances:

1. In the event that employee(s) must be laid off, this shall be done in inverse order of seniority, with least senior employee (s) laid off first, and then most senior, last.

2. Positions, work schedules, duties, assignments or transfer which are not covered by Civil Service may be bid for by application to the Department Head. The employee having highest seniority shall have preference whenever employees are equally qualified in fitness and ability, provided that the Department Head determines, during the review process, that the employee with seniority would be most suited for the job in the best interests of the TOWNSHIP.

ARTICLE 7

PROBATIONARY PERIOD

All new and promoted employees shall serve a probationary period according to applicable Civil Service Rules and Regulations for the State of New Jersey, as revised.

ARTICLE 8

NO-STRIKE PLEDGE

A. The UNION covenants and agrees that during the term of this Agreement neither the UNION, its officers or members, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., either the concerted or planned failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the TOWNSHIP. The UNION agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The UNION will actively discourage and will take whatever affirmative steps are necessary to prevent any strike, work stoppage, slow-down, walkout or other job action against the TOWNSHIP. In the event that any of the employees violate the provisions of this Article, the UNION shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the TOWNSHIP, and use every means at its disposal to influence the employees to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the TOWNSHIP in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

ARTICLE 9

WAGES

Each member of the UNION employed by the Township shall be compensated in conformance with the attachedul schedules A & B for the number of days worked.

ARTICLE 10

LEAVE

A. School Crossing Guards are part-time employees who shall earn vacation and sick leave on a proportionate basis of total hours and weeks worked in relation to a regular employee working 40 hours per week, 52 weeks per year. Leave benefits in sections B & C shall be prorated as follows:

<u>Hours per week</u>	<u>% of full time</u>
18 & 19	33%
16 & 17	28%
14 & 15	25%
12 & 13	22%

Employees hired after 1/1/78 shall not receive leave benefits until 1/1/81. Employees hired after 9/1/80 shall not be eligible for benefits.

B. Vacation- vacation leave shall be granted to full-time employees on the following basis:

1. Employees with less than one (1) year of service shall receive one (1) paid vacation day for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.

2. Employees with one (1) year or more of service shall receive twelve (12) days paid vacation for each year, plus one (1) day per year after the first year to a maximum of fifteen (15) days.

3. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation per year.

Vacation time may not be accumulated for a period past the vacation year without the written consent of the Township Manager, and in no event accumulated for more than the following vacation year.

Vacation time shall be scheduled during non-working school holidays in conformance with existing personnel rules and policies.

C. Sick leave shall accrue to a full-time employee on the basis of one working day per month during the remainder of the first calendar year after initial date of appointment. Thereafter, each employee shall be entitled to compensable sick leave of fifteen (15) days per calendar year, and any amount of sick leave allowance not used in any calendar year shall accumulate to an employee's credit from year to year to be used only if and when needed for such purpose.

D. In order to qualify for regular pay under the provisions of this Agreement on account of illness, absenses shall be supported by a Physician's certificate when requested by the Police Chief.

ARTICLE 11

UNIFORMS

A. Uniforms and Replacement:

In 1980, the TOWNSHIP shall provide each employee with foul weather gear, hat, hat badge, chest badge and safety vest to be worn during working hours. Hand held stop signs will be issued to guards as approved by the Chief of Police.

B. Other Conditions:

Employees shall be required to wear the uniform during working hours. All uniforms shall be inspected by the Chief of Police or his designated representative from time to time during the year to insure proper condition, cleanliness and uniformity. Upon termination of employment, the employee shall return his uniform to the TOWNSHIP.

ARTICLE 12

TOWNSHIP/UNION COOPERATION

The UNION recognizes that it is the responsibility of the TOWNSHIP to determine levels of performance and working conditions for employees. The UNION pledges its cooperation in the following areas:

A. Employee Performance: The UNION shall encourage all employees to:

1. Maintain and improve levels of performance;
2. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
3. Assist, where possible, in building good will between the TOWNSHIP and the UNION and the public at large.

B. Employee Training: The TOWNSHIP and UNION agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence. The UNION shall encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their operation;
2. Participating in development activities in order to perform more efficiently in current and future assignments;

3. Utilizing and sharing with fellow employees new skills acquired through training.

A TOWNSHIP representative and the UNION agree to meet from time to time to consider training and development programs for employees covered by this Agreement.

C. Employee Safety & Health:

1. The UNION pledges to encourage all members to use safety equipment and observe safety rules. The TOWNSHIP shall, at all times, endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.

2. A TOWNSHIP representative and designated UNION member shall meet periodically to discuss safety rules and health conditions and recommend to the TOWNSHIP all the necessary provisions to insure the safe use and operation of all tools, equipment and work sites.

ARTICLE 13

HOURS OF EMPLOYMENT

A. Regular Work Days:

The regular work days shall be each day school is scheduled to be open during the normal school year, from Monday through Friday, weekly.

B. Work Hours:

During regular work days, when school is in session, each employee shall be present continuously at his assigned station during the hours posted in a schedule prepared by the TOWNSHIP, which schedule may be amended from time to time, as needed.

ARTICLE 14

JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for regularly scheduled working time lost, exclusive of overtime and standby pay. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance, or upon receipt of summons, if this occurs within two weeks of jury duty.

An employee subpoenaed to appear as a witness to testify on behalf of the Township of Aberdeen in a municipal court or superior court matter observed by said employee during his assigned hours of employment, shall be compensated at his hourly wage for each hour involved in case preparation and court appearances, provided however, said employee notifies the Chief of Police upon receipt of said subpoena.

ARTICLE 15

SEPARABILITY & SAVINGS CLAUSE

A. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstances shall be held invalid, by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative and the remainder of this Agreement shall continue in full force and effect.

B. If any such provisions are so invalid, the TOWNSHIP and the UNION will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 16

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, negotiations shall not be initiated with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless both the UNION and the TOWNSHIP mutually consent in writing to the reopening of negotiations concerning the specified matter(s).

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 17

DURATION OF CONTRACT

This Agreement shall become effective on January 1, 1980, regardless of date of execution and shall continue in full force and effect up to and including December 31, 1981. In the absence of written notice given by September 1st of the calendar year by either party to the other of its intention to terminate or amend this contract, this contract shall automatically be renewed for one year, and from year to year thereafter until such time as notice is given by September 1st of the calendar year.

In the event that such notice is given, negotiations shall begin immediately in good faith.

IN WITNESS THEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals hereto affixed the day and year first above written.

ATTEST:

Constance Petrillo
Constance Petrillo, Twp. Clerk

TOWNSHIP OF ABERDEEN

By: Michael Wicke
Michael Wicke, Mayor

MONMOUTH COUNCIL #9

By: Patricia Wite Michael Wentzwell

Chairman Negotiating Committee

By: Charles Edward Bennett Pres
President

SCHEDULE A

Employees earning \$4.40 per hour in 1979 shall be paid \$4.51 retroactive to 1/1/80; 4.62 effective 9/1/80; and \$4.85 effective 1/1/81.

Employees earning \$4.04 in 1979 shall be paid \$4.22 retroactive to 1/1/80; \$4.40 effective 9/1/80; and \$4.85 effective 1/1/81.

Employees earning \$3.50 per hour in 1979 shall be paid \$3.63 effective 1/1/80; \$3.76 effective 9/1/80; and \$4.05 effective 1/1/81. Additionally, effective 9/1/80 each employee employed in excess of 1 year shall be paid \$.10¢ per hour above the base rate, and effective 1/1/81 paid .20 cents above the base rate.

All employees hired after 9/1/80 shall be paid at the base rate.

SCHEDULE B

<u>EMPLOYEE</u>	<u>ANNIVERSARY DATE</u>	<u>1979 SALARY</u>	<u>SALARY ON 1/1/80</u>	<u>SALARY ON 9/1/80</u>	<u>SALARY ON 1/1/</u>
Shirley Schram	8/13/65	4.40	4.51	4.62	4/85
George Mack	2/12/70	4.40	4.51	4.62	4.85
Frank Mitchell	1/26/71	4.40	4.51	4.62	4.85
Patricia Vita	4/04/72	4.40	4.51	4.62	4.85
Velia Bauso	8/10/72	4.40	4.51	4.62	4.85
Georgeno Copertino	9/11/72	4.40	4.51	4.62	4.85
Charles Herring	7/10/73	4.40	4.51	4.62	4.85
Katherine Schmidt	8/28/73	4.40	4.51	4.62	4.85
Irving Katz	2/01/74	4.04	4.22	4.40	4.85
Martha Canzano	4/18/74	4.40	4.51	4.62	4.85
Shirley Crawford	9/18/74	4.40	4.51	4.62	4.85
Muriel Westervelt	10/09/75	4.40	4.51	4.62	4.85
Mary McMahon	4/14/77	4.04	4.22	4.40	4.85
Florence Perry	11/01/77	4.04	4.22	4.40	4.85
Emil Jastrab	1/26/79	3.50	3.73	3.86	4.25
Mary Cetrulo	9/07/79	3.50	3.73	3.86	4.25
Robin Lawhorn	9/26/79	3.50	3.73	3.86	4.25
Kenneth Cook	11/19/79	3.50	3.73	3.86	4.25
Grace Otero	11/26/79	3.50	3.73	3.86	4.25
Marcella Silletti	1/04/80	3.50	3.73	3.86	4.25